

BEFORE THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of the Application of)
Silv Communication Inc. for a)
Certificate of Public Convenience and Necessity)
to Provide Resold Interexchange)
Telecommunications Services Throughout)
The State of South Carolina and for)
Alternative Regulation)
_____)

Docket No. _____

APPLICATION

Silv Communication Inc. ("Silv" or Applicant"), pursuant to S.C. Code Ann. §58-9-280(B), as amended, 26 S.C. Reg. 103-823, and Section 253 of the Telecommunications Act of 1996, respectfully submits this Application for Authority to Provide Resold Interexchange Long Distance Service within the State of South Carolina to the Public Service Commission of South Carolina ("Commission"). Applicant seeks a Certificate of Public Convenience and Necessity to provide competitive intrastate, interexchange telecommunications services between and among locations within the State of South Carolina as a non-facilities-based interexchange telecommunications service provider.

Applicant further respectfully requests that pursuant to South Carolina Code Section 58-9-585 and the general regulatory authority of the Commission, the Commission regulate its long distance business service, consumer card, and any future operator service offerings to subscribers of record in accordance with the principles and procedures established for relaxed regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C and as modified by Order No. 2001-997 in Docket No. 2000-407-C, consistent with such regulation as granted to other competitive interexchange carriers.

All services are available twenty-four (24) hours per day, seven (7) days a week. The Applicant will commence offering service following the granting of this application.

Approval of the instant Application will promote the public interest by increasing the level of competition within South Carolina. This competition will mandate that all exchange telecommunications providers will operate more efficiently, enabling the consumer to benefit via reduced rates.

In support of this Application, Applicant respectfully states as follows:

1. Applicant's legal name, business address and telephone number are:

Silv Communication Inc.
3460 Wilshire Boulevard, Suite 1103
Los Angeles, California 90010
Telephone: 213.381.7999
Facsimile: 213.381.7711
Toll Free: 888.723.2199

Email: silvcomm@yahoo.com
Web Site: www.silvcom.net

2. Correspondence or communications concerning this Application may be addressed to Applicant's in-state counsel and regulatory consultant:

Bonnie D. Shealy, Esquire
ROBINSON, McFADDEN & MOORE, P.C.
1200 Bank of America Plaza
1901 Main Street
Post Office Box 944
Columbia, South Carolina 29202
bshealy@robinsonlaw.com

Telephone: 803.779.8900
Facsimile: 803.252.0724

and to:

Andrew O. Isar
MILLER ISAR, INC.
4423 Point Fosdic Drive, NW, Suite 306
Gig Harbor, Washington 98335
aisar@millerisar.com

Telephone: 253.851.6700
Facsimile: 253.851.6474

3. Applicant's contact person regarding Applicant's ongoing operations is:

Maria Elena Zepeda
Vice President
Silv Communication Inc.
3460 Wilshire Boulevard, Suite 1103
Los Angeles, California 90010
silvzepeda@yahoo.com

Telephone: 213.381.7999
Facsimile: 213.381.7711

4. Applicant is a privately held corporation organized under the laws of the State of California on June 4, 2001. A copy of Applicant's Articles of Incorporation is attached hereto at **Exhibit A**.

5. The name and address of Applicant's officers are:

Golam Ahia	Maria Elena Zepeda
President	Vice President
Silv Communication Inc.	
3460 Wilshire Boulevard, Suite 1103	
Los Angeles, California 90010	

6. A copy of Applicant's Certificate of Authority to transact business as a foreign corporation in the State of South Carolina is attached as **Exhibit B**.

7. Applicant proposes to provide interexchange service throughout the State of South Carolina. Applicant specifically proposes to provide non-facilities-based switched access outbound "1 Plus," interexchange telecommunications services for the direct transmission and reception of voice and data between locations throughout the State of South Carolina. Applicant does not propose to offer alternative operator services to the transient public.

8. Applicant's services will be offered to commercial and residential subscribers, and will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant.

9. Applicant readily recognizes the importance of effective customer service for long distance service subscribers. Applicant has made arrangements for its subscribers to call the Company at its toll-free customer service number, 888.723.2199. Further, subscribers may contact the Company in writing at the headquarters address and via e-mail at silvcomm@yahoo.com.

10. As a non-facilities-based provider of resold interexchange telecommunications services, Applicant's technical ability to provide services rests primarily on the technical capabilities and network services of its underlying carriers. Applicant supplements its underlying carrier's technical capabilities with professionally trained customer service support staff who pursue technical service issues with Applicant's underlying carrier.

11. Applicant possesses the managerial experience necessary to provide interexchange telecommunications services in South Carolina. A brief summary of the qualifications and experience of Applicant's senior management experience is attached hereto as **Exhibit C**.

12. Applicant has the financial ability to provide resold telecommunications services within the State of South Carolina. Silv attaches its most recent balance sheet and profit and loss statement, filed under seal, as **Exhibit D**. Silv is a privately held company. Accordingly, its financial statements are not public information. As a privately-held company, it does not issue annual reports or submit any financial filings with the Securities and Exchange Commission. The Applicant respectfully requests that these financial statements disclosed in connection with this Application be filed under seal, solely for the purpose of the Commission and the Office of Regulatory Staff's review. Applicant's South Carolina intrastate operating expenses will be

incremental in nature. Applicant does not plan to construct facilities nor will it incur additional debt to operate in South Carolina.

13. Applicant's proposed tariff, containing Applicant's proposed rates, terms and conditions applicable to its subscribers is attached as **Exhibit E**.

14. Applicant has been granted, authority to provide resold interexchange service in the states of: Arkansas, California, Colorado, Florida, Georgia, Iowa, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Maryland, Minnesota, Montana, North Carolina, North Dakota, Nebraska, New Mexico, Nevada, Ohio, Oregon, Rhode Island, Pennsylvania, Utah, Virginia, Washington, Wisconsin, and Wyoming. In no instance has Applicant's application or authority been rejected.

15. Applicant's subscribers will be billed through arrangements with the incumbent local exchange provider.

16. Applicant requests that its long distance business, and any future operator service offerings to subscribers of record be regulated pursuant to the procedures described in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Order No. 2001-997 in Docket No. 2000-407-C. Because of both the level of competition found by the Commission in Docket No. 95-661-C and the Commission's decision to permit AT&T greater rate flexibility, Applicant submits that it is critical to the continued development of a competitive market for telecommunications services that the Commission apply the alternative regulation described in Order Nos. 95-1734 and 96-55 to Applicant's service offerings. Further, Applicant requests that the Commission: a) remove the maximum rate tariff requirements for these service offerings; b) presume that Applicant's tariff filings for these services be valid upon filing unless an

investigation of a particular filing is instituted within seven (7) days, in which case the tariff filing will be suspended until further order of the Commission; and c) grant Applicant the same treatment as similarly situated carriers in connection with any future relaxation of the Commission's reporting requirements.

17. Applicant requests waiver of 25 S.C. Reg. 103-610, Location of Records and Reports. Applicant does not anticipate maintaining offices or personnel in the State of South Carolina. In the absence of such a waiver, Applicant would be compelled to assume added expense to maintain records and reports in South Carolina. Applicant avers that records and reports will be maintained at its headquarters office in Los Angeles, California and will be made available to the Commission and the Office of Regulatory Staff upon request, at no charge. The Commission and the Office of Regulatory Staff will not be inconvenienced, and the public will not be exposed to any risk through the grant of this waiver request. Applicant understands that similar requests for waiver of R.103-610 are routinely granted by the Commission.

18. Applicant also requests a waiver of any Commission policy that would require it to maintain its books under the Uniform System of Accounts ("USOA") method. The company currently uses Generally Accepted Accounting Principals ("GAAP") to maintain its books. Therefore, it would create a hardship to maintain a separate accounting system.

19. Applicant is prepared to offer its services immediately upon Commission authorization.

20. This Application demonstrates that Applicant has the technical, financial and managerial resources to provide resold long distance service within South Carolina. The granting

of this Application will promote the public interest by increasing the level of competition in the telecommunications markets of the state. Competition of this nature will mandate that all telecommunications providers will operate more efficiently and improve the overall service quality for consumers.

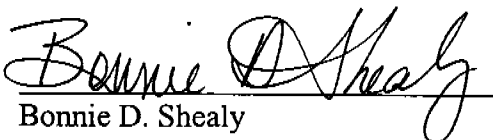
21. Approval of the Application of Applicant will serve the public interest by offering consumers throughout the State of South Carolina a meaningful quality service option. Approval of this Application will also benefit consumers by creating greater competition in the interexchange and local marketplace. Competition in the telecommunications marketplace inspires innovation and development of services that meet customer needs cost effectively.

WHEREFORE, Silv Communication Inc. respectfully petitions this Commission for authority to operate as a reseller of long distance telecommunications services in the State of South Carolina in accordance with this Application, for flexible regulatory treatment and alternative regulation of its long distance business service offerings, and for such other relief as it deems necessary and appropriate.

(Signature appears on following page.)

Respectfully submitted this 9th day of February, 2009.

ROBINSON, McFADDEN & MOORE, P.C.

By: 
Bonnie D. Shealy
Post Office Box 944
1901 Main Street, Suite 1200
Columbia, South Carolina 29202
bshealy@robinsonlaw.com
Telephone: 803.779.8900
Facsimile: 803.252.0724

Andrew O. Isar
Miller Isar, Inc.
4423 Point Fosdic Drive, NW, Suite 306
Gig Harbor, WA 98335
Telephone: 253.851.6700
Facsimile: 253.851.6474
E-Mail: aisar@millerisar.com

Regulatory Consultants to
Silv Communication Inc.

BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

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Silv Communication Inc. for a)
Certificate of Public Convenience and Necessity)
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LIST OF EXHIBITS

EXHIBIT A	ARTICLES OF INCORPORATION
EXHIBIT B	CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS
EXHIBIT C	SENIOR MANAGEMENT EXPERIENCE
EXHIBIT D	CONFIDENTIAL FINANCIAL STATEMENTS
EXHIBIT E	PROPOSED TARIFF

Silv Communication Inc.

EXHIBIT A

CERTIFICATE OF FORMATION

(Attached)

State of California
Secretary of State

**CERTIFICATE OF STATUS
DOMESTIC CORPORATION**

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That on the 4th day of June, 2001, SILV COMMUNICATION INC. became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great Seal
of the State of California this day of
January 12, 2006.



BRUCE McPHERSON
Secretary of State

State of California

SECRETARY OF STATE



I, BILL DAVIS, Secretary of State of the State of California, hereby certify:

That the attached transcript of _____ page(s) was transmitted by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of _____

MAR 1 2002

Bill Davis



2313517

FILED
In the Office of the Secretary of State
of the State of California

JUN 4 2001

ARTICLES OF INCORPORATION

Bill Jones
BILL JONES, Secretary of State

I

The name of this corporation is Sily communication Inc.

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the **GENERAL CORPORATION LAW** of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Name MD Aminur Ruhman

Address 3440 Wilshire Blvd., Suite # 207

City LOS ANGELES

State CALIFORNIA Zip 90010

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.



Aminur Rahman MD
MD Aminur Rahman
(Typed Name of Incorporator, Incorporator)

Silv Communication Inc.

EXHIBIT B

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

(Attached)

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

SILV COMMUNICATION INC.,

a corporation duly organized under the laws of the state of **CALIFORNIA** and issued a certificate of authority to transact business in South Carolina on **January 13th, 2009**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
14th day of January, 2009.

A handwritten signature in cursive script that reads "Mark Hammond". The signature is written over a horizontal line.

Mark Hammond, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

JAN 13 2009

APPLICATION BY A FOREIGN CORPORATION
FOR A CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS
IN THE STATE OF SOUTH CAROLINA

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Section 33-15-103 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see Sections 33-4-101 and 33-15-106 and Section 33-19-500(b)(1) if the corporation is a professional corporation) Silv Communication Inc.
2. It is incorporated as (check applicable item) [☒] a general business corporation, [☐] a professional corporation, under the laws of the state of _____
3. The date of its incorporation is 06/04/2001 and the period of its duration is perpetual
4. The address of the principal office of the corporation is 3460 Wilshire Blvd., Suite 1103 in the
Street Address
city of Los Angeles and the state of CA, 90010
Zip Code
5. The address of the proposed registered office the state of South Carolina is
2 Office Park Court, Suite 103 In the city of Columbia In
Street Address
South Carolina 29223
Zip Code
6. The name of the proposed registered agent in this state at such address is
National Registered Agents, Inc.
Print Name

I hereby consent to the appointment as registered agent of the corporation.

Carol Shelton
Signature of the Registered Agent

Carol Shelton, Asst. Secretary

090114-0188

FILED: 01/13/2009

SILV COMMUNICATION INC.

Filing Fee: \$135.00 ORIG



Mark Hammond

South Carolina Secretary of State

COPY

Silv Communication Inc.

Name of Corporation

7. The name and usual business address of the corporation's directors (If the corporation has no directors, then the name and address of the persons who are exercising the statutory authority of the directors on behalf of the corporation) and principal officers:

a) Name of Directors

Business Address

SK Golam Ahia

307 S. Reno St., Los Angeles, CA 90057

b) Name and Office
of Principal Officers

Business Address

SK Golam Ahia, President

307 S. Reno St., Los Angeles, CA 90057

Elena Zepeda, Vice President

3480 Wilshire Blvd., Ste. 1103, Los Angeles, CA 90010

8. The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class:

Class of Shares (and Series, if any)

Authorized Number of Each Class (and Series)

Common

100,000

9. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (See Section 33-1-230):

Date 12/11/08

Silv Communication Inc.

Name of Corporation

SK. Golam Ahia

Signature

SK. GOLAM AHIA

Type or Print Name and Office

Silv Communication Inc.

EXHIBIT C

SENIOR MANAGEMENT EXPERIENCE
(Attached)

Maria Elena Zepeda
Vice President

Ms. Zepeda has served as Silv's Vice President since its inception in 2001. Prior to that time, Ms. Zepeda served in senior management capacities for other interexchange telecommunications providers with a focus on operations, and State and Federal telecommunication regulatory compliance. She has also gained extensive managerial experience and specific expertise in telecommunications networking and human relations. Prior to joining Silv, Ms. Zepeda was a telecommunication consultant for small businesses on Latino culture and marketing. In that capacity she consulted on improving business strategies and enhancing competitiveness in the Latino market. She has also served as a Project Engineer for a telecommunications carrier, where she designed and implemented a frame relay service that reduced operations costs for companies outsourcing to India and with other parts of the world. Ms. Zepeda holds a Bachelor of Science with a concentration in computer sciences and emphasis on telecommunication systems analysis, satellite transmission and technology from University of California at Los Angeles.

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_____)

Docket No. _____

APPLICATION OF SILV COMMUNICATION INC.
EXHIBIT D

Financial Statements

**CONFIDENTIAL & PROPRIETARY
FILED UNDER SEAL**

Silv Communication Inc.

EXHIBIT E

PROPOSED TARIFF
(Attached)

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

OF

Silv Communication Inc.
3460 Wilshire Boulevard, Suite 1103
Los Angeles, CA 90010

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Silv Communication Inc. ("Silv") within the State of South Carolina. This tariff is on file with the Public Service Commission of South Carolina ("Commission") and is in concurrence with applicable state and federal laws. Copies may be inspected during normal business hours at the Company's principal place of business: 3460 Wilshire Boulevard, Suite 1103, Los Angeles, CA 90010

Issued: January N, 2009

Effective Date:

Issued By:

SK Golam Ahia
Silv Communication Inc.
3460 Wilshire Boulevard, Suite 1103
Los Angeles, CA 90010
213.381.7999

CHECK SHEET

The Title Sheet and Sheets 1 through 34 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheets(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original		
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original		
11	Original	Price List	
12	Original	1	Original
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

*Sheets included with this filing.

Issued: January N, 2009

Effective Date:

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Los Angeles, CA 90010
213.381.7999

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Title Sheet	Title
Check Sheet	1
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Tariff Format	4
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213.381.7999

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify all other **changes**
- (D) To signify a rate **Decrease**
- (I) To signify a rate **Increase**
- (L) To signify material **relocated** in the Tariff
- (N) To signify a **new** rate or regulation
- (R) To signify a rate **reduction**
- (T) To signify a change in **text** but no change in rate or regulation

Issued: January N, 2009
Issued By:

Effective Date:

SK Golam Ahia
Silv Communication Inc.
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213.381.7999

TARIFF FORMAT

- A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
- D. **Check Sheets** – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued: January N, 2009

Effective Date:

Issued By:

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213.381.7999

APPLICATION OF TARIFF

This tariff contains the rates applicable to the provision of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of South Carolina.

The Company's interexchange service area is statewide. Company's service is provided exclusively in conjunction with Company's presubscribed interstate interexchange services.

This Tariff is governed and interpreted according to the Laws of South Carolina.

Issued: January N, 2009
Issued By:

Effective Date:

SK Golam Ahia
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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Agency

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Authorized User

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Number Identification ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Business Service

A service which conforms to one (1) or more of the following criteria:

- A. Used primarily for a paid commercial, professional or institutional activity; or
- B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Called Station

The terminating point of a call (i.e., the called number).

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Central Office

An operating office of the Company where connections are made between telephone exchange lines.

Change

Includes the rearrangement or reclassification of existing service at the same location.

Commission

The South Carolina Public Service Commission ("Commission")

Company

Silv Communication Inc. ("Silv")

Credit Card

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Credit Card

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises Equipment (“CPE”)

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX or other communication system.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Dual Tone Multi-Frequency (“DTMF”)

The pulse type employed by tone dial station sets (touch tone).

Exchange

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Final Account

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Holidays

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

Interruption

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area. A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

ORS

The South Carolina Office of Regulatory Staff.

Resale of Service

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without "adding value") for profit.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Subscriber

See “Customer” definition.

Suspension

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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SECTION 2 – RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of South Carolina.
- 2.1.2. Company offers resold telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this tariff.
- 2.2.2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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Issued By:

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SK Golam Ahia
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213.381.7999

SECTION 2 – RULES AND REGULATIONS, Continued**2.2. LIMITATIONS, Continued**

- 2.2.3. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.4. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.5. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until this indebtedness is satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. USE, Continued

- 2.3.5. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to South Carolina law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.10. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.
- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- 2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. EQUIPMENT AND FACILITIES**

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will not be responsible for:

- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling when performed by Customer-provided network control signaling equipment.

2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.6. CUSTOMER RESPONSIBILITIES

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. CUSTOMER RESPONSIBILITIES, Continued**

- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

2.7. INTERRUPTION OF SERVICE

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service since the Customer has the option of using the long distance network via local exchange company access.
- 2.7.3. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.7.4. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. RESTORATION OF SERVICE**

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. ACCESS TO CUSTOMER'S PREMISES**

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.11. PAYMENTS AND BILLING

- 2.11.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer on not less than thirty (30) days' notice.
- 2.11.2. The Customer is responsible for the payment of all charges for services furnished to the customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.11.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law and may be subject to additional collection agency fees.
- 2.11.4. Return check charges may be applied in an amount not to exceed that allowed by applicable state law or regulation.
- 2.11.5. The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within thirty (30) days of the date of the invoice. (Billing inquiries may be made in writing, in person, or via telephone.) Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.11. PAYMENTS AND BILLING, Continued**

- 2.11.6. Billing disputes should be addressed to Company's Customer service organization via the Company's toll-free telephone number, 888.723.2199. Customer service representatives are available from 9:00 a.m. to 5:00 p.m. Pacific Time. Messages may be left for Customer services from 5:01 p.m. to 8:59 a.m. Pacific Time, which will be responded to on the next business day.
- 2.11.7. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
 - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Office of Regulatory Staff, for its investigation and decision

The address and telephone number of ORS:

Office of Regulatory Staff
Consumer Services Division
1401 Main Street, Suite 900
Columbia, South Carolina 29201~~Office of Regulatory Staff~~
~~Consumer Services Division~~
~~1441 Main Street, Suite 300~~
~~Columbia, South Carolina 29201~~
Toll Free Telephone: 800.922.1531
Telephone: 803.737.5230
Web: <http://www.regulatorystaff.sc.gov>

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. CANCELLATION BY CUSTOMER**

- 2.12.1. Business Customers may cancel local service by providing written notice to Company at least thirty (30) days prior to cancellation. Residential Customers may cancel local service by providing written or oral notice to Company at least five (5) days prior to cancellation. Customers may cancel interexchange service by subscribing to another presubscribed interexchange carrier.
- 2.12.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.
- 2.12.4. The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY

2.13.1. Discontinuance or Interruption of Service

The Company may discontinue Service to a Customer or a particular Customer location, or may refuse to provide Service, under the following conditions:

2.13.1.1. Termination Of Service Without Notice

The Company may discontinue basic local exchange Service to a Customer without prior notice in the event of:

- A. a condition determined by the Company to be hazardous;
- B. a Customer's use of equipment in such manner as to adversely affect the Company's equipment or Service to others;
- C. a Customer's tampering with, damaging, or deliberately destroying equipment furnished and owned by the Company;
or
- D. unauthorized use of Service provided by the Company.

2.13.1.2. Termination Of Service With Notice

The Company may discontinue basic local exchange Service to a Customer upon fifteen (15) days prior notice:

- A. For nonpayment of a delinquent account; or
- B. For failure to post a security Deposit or guarantee.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.13. CANCELLATION BY COMPANY, Continued**

2.13.2. Company reserves the right to immediately discontinue furnishing the service to Customers:

2.13.2.1. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, to the public or to employees of the utility; or

2.13.2.2. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or

2.13.2.3. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or

2.13.2.4. For unlawful use of the service or use of the service for unlawful purposes; or

2.13.2.5. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.13.3. Company may discontinue service according to the following conditions upon fifteen (15) days written notice via first-class U.S. mail, followed by a second written notice five (5) days prior to discontinuance of service, under the following circumstances:

2.13.3.1. For violation of Company's filed tariff.

2.13.3.2. For the non-payment of any proper charge as provided by Company's tariff in accordance with the terms of a deferred payment agreement as set forth in Section 2.13.8.

2.13.3.3. For Customer's breach of the contract for service between the utility and Customer.

2.13.3.4. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

- 2.13.4. Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:
- 2.13.4.1. The use of facilities or service of the Company without payment of tariff charges; or
 - 2.13.4.2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons; or
 - 2.13.4.3. The use of profane or obscene language; or
 - 2.13.4.4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls.
- 2.13.5. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.14. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.15. CANCELLATION BY COMPANY, Continued**

2.13.7. The Company may discontinue service without notice in the event of:

2.13.7.1. Customer use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.13.7.2. Customer's tampering with the equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.13.7.3. Customer's unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

- 2.13.8. Pursuant to SC Reg. 103-633, Service may be terminated for non-payment of a bill, provided that Company has made a reasonable attempt to effect collection and has given the customer written notice that he has five days in which to make settlement on his account or have his service disconnected. Service will be terminated only Monday through Thursday between the hours of 8:00am and 4:00pm, unless provisions have been made to have someone available to accept payment and reconnect service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. ADVANCED PAYMENTS AND DEPOSITS**

- 2.14.1. The Company does not require from any Customer a minimum cash deposit or other guaranty to secure payment of bills.

2.15 INTERCONNECTION

- 2.15.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.15.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.15.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.16. FULL FORCE AND EFFECT**

Should any provision or portion of this tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this tariff will remain in full force and effect.

2.17. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

2.18. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services. All such taxes and charges will appear as separate line items on the Customer's Bill.

2.19. PROMOTIONAL OFFERINGS

Company may, from time to time, make promotional offerings of its Services, which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings will have an ending date within one year. All promotional offerings will be filed with the Commission and copies will be provided to ORS.

2.20. MINIMUM CALL COMPLETION RATE

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

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SECTION 2 - RULES AND REGULATIONS, Continued**2.17. MARKETING**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

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SECTION 3 - SERVICES**3.1. TIMING OF CALLS**

- 3.1.1. The Subscriber's long distance usage charge, when charged on a per-minute rate, is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when called party answers and terminates when either party hangs up.
- 3.1.2. Usage is measured and rounded up to the next billing increment.
- 3.1.3. There is no billing for incomplete calls.

3.2. INTEREXCHANGE TELECOMMUNICATIONS SERVICES

Company offers a switched access, Outbound (1 + dialing) InterLATA and IntraLATA service which allows a Customer to establish a communications path between two stations by using uniform dialing plans. Calls are routed over the Company's underlying carrier network and Company switching facilities. Calls are billed in increments with minimum billing increments unless otherwise specified. Fractional billed amounts are rounded up to the next whole cent.

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SECTION 4 – MAXIMUM RATES AND CHARGES**4.1. INTEREXCHANGE SERVICE CHARGES**

The following rates appearing in this Section are **maximum rates**. See attached Price List for effective charges. Monthly service charges apply exclusively to Switched Access Services

4.1.1. Switched Access Service - InterLATA

Initial 30 seconds	\$0.0675
Each additional 30 seconds	\$0.0675

4.1.2. Switched Access Service - IntraLATA

Initial 30 seconds	\$1.125
Each additional 30 seconds	\$1.125

4.1.3. Monthly Service Fee

Service Fee, Per Month	\$7.50
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4.1.4. Unlimited Plan

Customers receive unlimited intrastate, interstate, and Canada calls under a single recurring monthly charge per line.

Unlimited Plan, initial line, per month	\$44.93
Unlimited Plan, each additional line, per month	\$37.43

4.1.5. Primary Interexchange Carrier Change Charge

Charge, per change	\$7.50
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SECTION 4 – MAXIMUM RATES AND CHARGES, Continued

4.1. INTEREXCHANGE SERVICE CHARGES, Continued

4.1.6. Late Payment Penalty

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

4.1.7. Returned Check Charge

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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PRICE LIST**1.1. INTEREXCHANGE SERVICE CHARGES****1.1.1. Switched Access Service - InterLATA**

Initial 30 seconds	\$0.045
Each additional 30 seconds	\$0.045

1.1.2. Switched Access Service - IntraLATA

Initial 30 seconds	\$0.075
Each additional 30 seconds	\$0.075

1.1.3. Monthly Service Fee

Service Fee, Per Month	\$4.99
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1.1.4. Unlimited Plan

Customers receive unlimited intrastate, interstate, and Canada calls under a single recurring monthly charge per line.

Unlimited Plan, initial line, per month	\$29.95
Unlimited Plan, each additional line, per month	\$24.95

1.1.5. Primary Interexchange Carrier Change Charge

Charge, per change	\$4.95
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